

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION**

**FILED**

ALICE A. RUTH, and  
MARYLOU HAHN,  
individually and on behalf of a class,

Plaintiff,

v.

TRIUMPH PARTNERSHIPS LLC and  
ALLIED INTERNATIONAL CREDIT  
CORP. (U.S.), doing business as  
TRIUMPH ASSET SERVICES,

Defendants.

MAR 03 2006

MICHAEL W. DOBBINS, CLERK  
UNITED STATES DISTRICT COURT

06 C 50042

**COMPLAINT – CLASS ACTION**

**INTRODUCTION**

1. Plaintiffs Alice A. Ruth and Marylou Hahn bring this action to secure redress against unlawful collection practices engaged in by defendants Triumph Partnerships LLC (“TPLLC”) and Allied International Credit Corp. (U.S.), d/b/a Triumph Asset Services (“TAS”). Plaintiffs allege violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (“FDCPA”). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements, in connection with the collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§1692d, 1692e, 1692f and 1692g.

**JURISDICTION AND VENUE**

2. This Court has jurisdiction under 28 U.S.C. §§1331, 1337 and 15 U.S.C. §1692k (FDCPA). Venue in this District is proper because defendants’ collection communications

were received in this District.

### **PARTIES**

3. Plaintiff Alice A. Ruth resides in Rock Falls, Illinois.

4. Plaintiff Marylou Hahn resides in Rockford, Illinois.

5. Defendant Triumph Partnerships, LLC ("TPLLC") is a limited liability company chartered under Delaware law. Its registered agent and office are the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

6. Defendant TPLLC is engaged in the business of purchasing charged-off debts allegedly owed by consumers to others and attempting to collect the debts. TPLLC obtains the debts for a few cents on the dollar (on information and belief, less than 10).

7. Defendant TPLLC is a "debt collector" as defined in the FDCPA.

8. Defendant Allied International Credit Corp. (U.S.) is a Delaware corporation with its principal offices at 2101 W. Peoria Avenue, Suite 120, Phoenix, AZ 85029. It does business under the name of Triumph Asset Services, and is referred to herein as TAS. It does business in Illinois. Its registered agent and office are Lexis Document Services, Inc., 801 Adlai Stevenson Drive, Springfield, IL 62703.

9. Defendant TAS operates a collection agency.

10. Defendant TAS is a "debt collector" as defined in the FDCPA.

### **PRIVACY PROTECTIONS IN FDCPA**

11. The FDCPA contains a number of provisions that prevent debt collectors from informing third parties that a given individual owes a debt. "[T]he FDCPA generally protects the consumer's privacy by limiting debt collector communications about personal affairs to third parties

...” FTC Official Staff Commentary on the Fair Debt Collection Practices Act, 53 Fed. Reg. 50097 (Dec. 13, 1988), at 50103.

12. 15 U.S.C. §1692c(b) contains a general prohibition against debt collectors communicating with third parties:

**(b) Communication with third parties—Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.**

Section 1692b deals with locating debtors who cannot be found.

13. Second, 15 U.S.C. §1692d(3) and (4) defines as “harassment” and a violation of the FDCPA “[t]he publication of a list of consumers who allegedly refuse to pay debts, except to a consumer reporting agency or to persons meeting the requirements of section 1681a(f) or 1681b(3) of this title” and the “advertisement for sale of any debt to coerce payment of the debt.” Section 1681a(f) is the Fair Credit Reporting Act definition of consumer reporting agency. Section 1681b(3) is a Fair Credit Reporting Act provision dealing with use of consumer reports. The Federal Trade Commission has interpreted these provisions to bar publication to one or more persons: “Debt collectors may not exchange lists of consumers who allegedly refuse to pay their debts. . . . A debt collector may not distribute a list of alleged debtors to its creditor subscribers.” FTC Official Staff Commentary on the Fair Debt Collection Practices Act, 53 Fed. Reg. 50097 (Dec. 13, 1988), at 50105.

14. Section 1692e provides:

**§ 1692e. False or misleading representations [Section 807 of P.L.]**

**A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .**

**(5) The threat to take any action that cannot legally be taken or that is not intended to be taken. . . .**

**(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. . . .**

15. Section 1692f prohibits a debt collector from communicating with consumers in a manner that allows third parties to discern the consumers owe money:

**. . . (7) Communicating with a consumer regarding a debt by post card.**

**(8) Using any language or symbol, other than the debt collector's address, on any envelope when communicating with a consumer by use of the mails or by telegram, except that a debt collector may use his business name if such name does not indicate that he is in the debt collection business. . .**

**FACTS RELATING TO PLAINTIFFS**

16. On or about January 26, 2006, defendant TAS, acting as agent of defendant TPLLC, sent plaintiff Ruth a collection letter, attached as Exhibit A.

17. On or about January 26, 2006, defendant TAS, acting as agent of defendant TPLLC, sent plaintiff Hahn a collection letter, attached as Exhibit B.

18. On or about January 26, 2006, defendant TAS, acting as agent of defendant TPLLC, sent plaintiff Hahn a collection letter, attached as Exhibit C.

19. Exhibits A, B and C each sought to collect debts allegedly incurred for personal, family or household purposes.

20. Part of Exhibits A, B and C is a "Privacy Notice of Financial Information."

21. Exhibits A, B and C are substantially identical, and represent a form letter used by defendants.

**FDCPA VIOLATIONS RESULTING FROM DEFENDANTS' PRIVACY NOTICE**

22. The privacy notice states that TPLLC collects nonpublic personal information about debtors from "applications and other forms", "consumer reporting agencies," and "nonaffiliated third parties" and that such information includes names, addresses, social security numbers, telephone numbers, account balances, payment histories and banking information.

23. All of this information is integrally related to debt collection.

24. The privacy notice then states:

We may share information about you (whether you are a customer or former customer) to the following third parties: . . . Non-financial companies, such as direct marketers or retailers[,] financial service companies (like banks, mortgage lenders, and organizations with which we have a joint marketing agreements). . . . Non-financial companies, such as direct marketers or retailers as outlined below in the OPT-OUT NOTICE section; you may tell us not to share information about you with outside companies. However, that choice will not affect sharing . . . with companies that process financial products . . . .

25. Many of the uses listed are prohibited by the FDCPA, in that they are with persons other than "the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector." Actual disclosures of that nature would violate 15 U.S.C. §1692c, and the statement that TPLLC would make such disclosures, or has the right to do so, violates 15 U.S.C. §1692e.

26. In addition, several of the listed uses amount to the publication of lists of persons who have allegedly refused to pay debts, and either still have not paid or were ultimately induced to pay. The actual publication of such lists would violate 15 U.S.C. §1692d, and the

statement that TPLLC will do so or has the right to do so violates 15 U.S.C. §1692e.

27. For example, debt collectors have been known to sell lists of persons who have not paid their debts to issuers of subprime credit cards, who offer to issue a credit card if the consumer will put some or all of the unpaid debt on the credit card. Prospective lenders are not among the parties to whom a debt may be disclosed under 15 U.S.C. §1692c.

28. The privacy notice then states that if the consumer would “prefer that we not disclose nonpublic personal information about you to nonaffiliated third parties,” the consumer must so request. This is a misstatement of the consumer’s rights under 15 U.S.C. §1692c, which requires that the consumer grant express permission directly to the debt collector before the debt may be disclosed to anyone other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

29. Finally, the inclusion of erroneous statements in a debt collection letter that information about the debtor can or will be disclosed to third parties amounts to an implicit threat that the debtor’s privacy will be invaded if the debt is not paid.

### **CLASS ALLEGATIONS**

30. Plaintiffs bring this action on behalf of a class.

31. The class consists of (a) all natural persons with Illinois, Indiana or Wisconsin addresses (b) who were sent a notice in the form represented by Exhibits A, B and C (c) on or after a date one year prior to the filing of this action, and (d) on or before a date 20 days after the filing of this action.

32. The class members are so numerous that joinder is impracticable. On information and belief, there are more than 50 members of the class.

33. There are questions of law and fact common to the class members, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits A, B and C violate the FDCPA.

34. Plaintiffs' claims are typical of the claims of the class members. All are based on the same factual and legal theories.

35. Plaintiffs will fairly and adequately represent the interests of the class members. Plaintiffs have retained counsel experienced in consumer credit and debt collection abuse cases.

36. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible. Many debtors may not realize that their rights are violated.

WHEREFORE, plaintiffs request that the Court enter judgment in favor of plaintiffs and the class members and against defendants for:

- a. Statutory damages;
- b. Attorney's fees, litigation expenses and costs of suit;
- c. Such other or further relief as the Court deems proper.



Daniel A. Edelman

Daniel A. Edelman  
Cathleen M. Combs  
James O. Lattuner  
Alexander H. Burke  
EDELMAN, COMBS, LATTURNER  
& GOODWIN, L.L.C.  
120 S. LaSalle Street, 18th Floor

Chicago, Illinois 60603  
(312) 739-4200  
(312) 419-0379 (FAX)

**JURY DEMAND**

Plaintiffs demand trial by jury.



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Daniel A. Edelman

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# Exhibit A

PO Box 1207  
Oaks, PA 19456-1207



400 Technology Court, Suite G  
Smyrna, Georgia 30082  
1 800 833 3591



Hours of Operation:  
M - T - 8am to 11pm  
W - Th - 8am to 9pm  
Friday - 8am to 6:30pm  
Saturday - 8am to 3pm

**TRIUMPH**  
ASSET SERVICES

DATE: JAN. 26, 2006

ALICE A RUTH  
[REDACTED]  
[REDACTED]

CASE NUMBER	3428611
CLIENT	TRIUMPH PARTNERSHIPS LLC
ACCOUNT NO	[REDACTED]
AMOUNT DUE	759.93
INTEREST DUE	78.41
TOTAL DUE	838.34
ORIGINAL CREDITOR	HSBC Card Services
<b>NOTIFICATION OF ASSIGNMENT</b>	

Dear ALICE A RUTH:

TRIUMPH PARTNERSHIPS LLC recently purchased your Household Credit Card account and Triumph Asset Services, ("TAS"), a debt collection company, is the servicer of this obligation. The balance outstanding as of today's date is \$838.34, inclusive of interest accrued in accordance with the terms of your original agreement. As the new owner of this account, we have authorized TAS to work with you to find a positive resolution to this outstanding debt. Once TAS receives your payment of \$838.34, we will notify the credit bureaus that the debt is "Paid" and immediately stop all recovery activity on this account.

To pay off your account, simply detach the remittance slip below and enclose it with your payment in the envelope provided and mail it to our office within 35 days of receipt. If you prefer to speak with one of our Account Managers to discuss alternative arrangements of payment, please contact us at 866.708.6825!

Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify TAS within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, TAS will assume this debt to be valid. If you notify TAS, in writing, within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, TAS will obtain verification of the debt or a copy of a judgment (if there is a judgment) and TAS will mail you a copy of such verification or judgment. If you request, in writing, within thirty (30) days after receiving this notice, TAS will provide you with the name and address of the original creditor.

Yours truly,  
Triumph Asset Services

**NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

REMITTANCE STUB - PLEASE RETURN WITH YOUR PAYMENT

FILE NUMBER	3428611
FOR	TRIUMPH PARTNERSHIPS LLC
ACCOUNT NO	[REDACTED]
PLEASE FIND MY PAYMENT ENCLOSED	
AMOUNT PAID	\$

AMOUNT DUE	759.93
INTEREST DUE	78.41
TOTAL DUE	838.34

ALICE A RUTH  
[REDACTED]  
[REDACTED]

Triumph Asset Services  
P.O. Box 82969  
Phoenix, AZ 85071

**Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.**

The records purchased from HSBC Card Services reflect that you are obligated on this account, which is in default with a Current Balance of \$838.34. As the owner of this account, but subject to the rights described below, TRIUMPH PARTNERSHIPS LLC is entitled to payment of this account. Triumph Asset Services, ("TAS") will be monitoring and servicing your account. All communication regarding this account should be addressed to TAS and not the previous owner.

If an attorney represents you with regard to this debt, please refer this letter to your attorney. Likewise, if you are involved in an active bankruptcy case, or if this debt has been discharged in a bankruptcy case, please refer this letter to your bankruptcy attorney so that we may be notified.

Please remember, even if you make a payment within 30 days after receiving this notice, you still have the remainder of the 30 days to exercise the rights described above.

\*Your credit report will not be updated if the federal reporting period has expired.

### NOTE CHANGES ONLY

FIRST NAME	<input type="text"/>	MI	<input type="checkbox"/>
LAST NAME	<input type="text"/>		
ADDRESS	<input type="text"/>		
	<input type="text"/>		
CITY	<input type="text"/>	HOME PHONE	<input type="text"/> - <input type="text"/> - <input type="text"/>
STATE	<input type="text"/>	WORK PHONE	<input type="text"/> - <input type="text"/> - <input type="text"/>
	ZIP	<input type="text"/>	<input type="text"/>

**Privacy Notice of Financial Information**

From Triumph Partnerships LLC, ("TPLLC") and its affiliates.

TPLLC is providing you with this Privacy Notice to describe our privacy practices and how they relate to the protection and sharing of your personal information. This notice is sent on behalf of TPLLC and its affiliate, Triumph Asset Services. Please take a moment to read this Privacy Notice and accompanying Opt-Out Notice.

**What Information Do we collect and share?**

To the extent permitted by law, we may collect and/or share all the information we obtain in servicing your account. We collect information about you to service your account with the highest quality. Sources include:

- Information from you, applications or other forms that includes:
  - o Your name
  - o Address
  - o Social security number
  - o Telephone number
  - o Other relevant information that you provide
- Account transactions with us, our affiliates, or others including the originating creditor that include:
  - o Account balance
  - o Payment history
  - o Banking information
  - o Other customer information
- Consumer reporting agencies (e.g. credit reports and history)
- Nonaffiliated third parties that provide location or demographic information

We may share information about you (whether you are a customer or former customer) to the following third parties:

- Non-financial companies, such as direct marketers or retailers financial service companies (like banks, mortgage lenders, and organizations with which we have a joint marketing agreements)
- Non-financial companies, such as direct marketers or retailers as outlined below in the "OPT-OUT NOTICE" section; you may tell us not to share information about you with outside companies. However, that choice will not affect sharing with credit reporting agencies, with third party collection agencies, with attorneys, with companies that process financial products, in connection with the sale of debt portfolios, and to respond to legal subpoenas and other legal process.

**Information Security**

Our security procedures protect your information by establishing physical, electronic and procedural safeguards in compliance with State and Federal Law. Some examples include procedures that govern the retention of sensitive information, restrict access to employees who need it to perform their job, and the

establishment of secure password requirements. TPLLC restricts the use of your information and requires outside companies to ensure its security.

**OPT-OUT NOTICE**

You have the option of directing us NOT to disclose your information with outside companies (other than those disclosures permitted by law). If you prefer that we do not disclose nonpublic personal information about you to nonaffiliated third parties, please fill out the Opt-Out Response Form on the reverse side, retain a copy for your records, and mail it to us at the following address:

**TPLLC Privacy Notice**  
**400 Technology Court, Suite 6**  
**Smyrna, Georgia 30082**  
**Opt-Out Response Form**

☐ (Check box) Please do not share my nonpublic personal information with nonaffiliated third parties, except as permitted by law.

Account Reference #: 3428611

(Please print)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please note the following important information about your opt-out rights:**

- If you have multiple accounts with us, you must indicate your preference to opt-out on each account. You will receive a separate Opt-Out Notice for each account you have with us.
- If you have a joint account, your opt-out choices will apply to each person on the account.



**TRIUMPH**

## Exhibit B



400 Technology Court, Suite G  
Smyrna, Georgia 30082  
1 800 833 3591

Hours of Operation:  
M - T - 8am to 11pm  
W - Th - 8am to 9pm  
Friday - 8am to 6:30pm  
Saturday - 8am to 3pm



**TRIUMPH**  
ASSET SERVICES

DATE: JAN. 26, 2006

MARYLOU HAHN  
[REDACTED]  
[REDACTED]

CASE NUMBER	3430558
CLIENT	TRIUMPH PARTNERSHIPS LLC
ACCOUNT NO	[REDACTED]
AMOUNT DUE	1143.30
INTEREST DUE	84.64
TOTAL DUE	1227.94
ORIGINAL CREDITOR	HSBC Card Services
<b>NOTIFICATION OF ASSIGNMENT</b>	

Dear MARYLOU HAHN:

TRIUMPH PARTNERSHIPS LLC recently purchased your Household Credit Card account and Triumph Asset Services, ("TAS"), a debt collection company, is the servicer of this obligation. The balance outstanding as of today's date is \$1227.94, inclusive of interest accrued in accordance with the terms of your original agreement. As the new owner of this account, we have authorized TAS to work with you to find a positive resolution to this outstanding debt. Once TAS receives your payment of **\$1227.94**, we will notify the credit bureaus that the debt is "Paid" and immediately stop all recovery activity on this account.

To pay off your account, simply detach the remittance slip below and enclose it with your payment in the envelope provided and mail it to **our office within 35 days of receipt**. If you prefer to speak with one of our Account Managers to discuss alternative arrangements of payment, please contact us at **866.708.6825**.

**Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.** Unless you notify TAS within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, TAS will assume this debt to be valid. If you notify TAS, in writing, within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, TAS will obtain verification of the debt or a copy of a judgment (if there is a judgment) and TAS will mail you a copy of such verification or judgment. If you request, in writing, within thirty (30) days after receiving this notice, TAS will provide you with the name and address of the original creditor.

Yours truly,  
Triumph Asset Services

**NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**REMITTANCE STUB - PLEASE RETURN WITH YOUR PAYMENT**

FILE NUMBER	3430558
FOR	TRIUMPH PARTNERSHIPS LLC
ACCOUNT NO	[REDACTED]
<b>PLEASE FIND MY PAYMENT ENCLOSED</b>	
AMOUNT PAID	\$

AMOUNT DUE	1143.30
INTEREST DUE	84.64
TOTAL DUE	1227.94

MARYLOU HAHN  
5910 OLD MILLSTONE RD  
ROCKFORD, IL 61114-5527

Triumph Asset Services  
P.O. Box 82969  
Phoenix, AZ 85071

Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

The records purchased from HSBC Card Services reflect that you are obligated on this account, which is in default with a Current Balance of \$1227.94. As the owner of this account, but subject to the rights described below, TRIUMPH PARTNERSHIPS LLC is entitled to payment of this account. Triumph Asset Services, ("TAS") will be monitoring and servicing your account. All communication regarding this account should be addressed to TAS and not the previous owner.

If an attorney represents you with regard to this debt, please refer this letter to your attorney. Likewise, if you are involved in an active bankruptcy case, or if this debt has been discharged in a bankruptcy case, please refer this letter to your bankruptcy attorney so that we may be notified.

Please remember, even if you make a payment within 30 days after receiving this notice, you still have the remainder of the 30 days to exercise the rights described above.

Your credit report will not be updated if the federal reporting period has expired.

### NOTE CHANGES ONLY

FIRST NAME	<input type="text"/>	MI	<input type="text"/>
LAST NAME	<input type="text"/>		
ADDRESS	<input type="text"/>		
	<input type="text"/>		
CITY	<input type="text"/>	HOME PHONE	<input type="text"/> - <input type="text"/> - <input type="text"/>
STATE	<input type="text"/>	ZIP	<input type="text"/> - <input type="text"/>
		WORK PHONE	<input type="text"/> - <input type="text"/> - <input type="text"/>

**From Triumph: Partnerships LLC, ("TPLL") and its affiliates**

TPLL is providing you with this Privacy Notice to describe our privacy practices and how they relate to the protection and sharing of your personal information. This notice is sent on behalf of TPLL and its affiliate, Triumph Asset Services. Please take a moment to read this Privacy Notice and accompanying Opt-Out Notice.

**What Information Do we collect and share?**

To the extent permitted by law, we may collect and/or share all the information we obtain in servicing your account. We collect information about you to service your account with the highest quality. Sources include:

- Information from you, applications or other forms that includes:
  - o Your name
  - o Address
  - o Social security number
  - o Telephone number
  - o Other relevant information that you provide
- Account transactions with us, our affiliates, or others including the originating creditor that include:
  - o Account balance
  - o Payment history
  - o Banking information
  - o Other customer information
- Consumer reporting agencies (e.g. credit reports and history)
- Nonaffiliated third parties that provide location or demographic information

We may share information about you (whether you are a customer or former customer) to the following third parties:

- Non-financial companies, such as direct marketers or retailers financial service companies (like banks, mortgage lenders, and organizations with which we have a joint marketing agreements)
- Non-financial companies, such as direct marketers or retailers as outlined below in the "OPT-OUT NOTICE" section, you may tell us not to share information about you with outside companies. However, that choice will not affect sharing: with credit reporting agencies, with third party collection agencies, with attorneys, with companies that process financial products, in connection with the sale of debt portfolios, and to respond to legal subpoenas and other legal process.

**Information Security**

Our security procedures protect your information by establishing physical, electronic and procedural safeguards in compliance with State and Federal Law. Some examples include procedures that govern the retention of sensitive information, restrict access to employees who need it to perform their job, and the

**OPT-OUT NOTICE**

You have the option of directing us NOT to disclose your information with outside companies (other than those disclosures permitted by law). If you prefer that we do not disclose nonpublic personal information about you to nonaffiliated third parties, please fill out the Opt-Out Response Form on the reverse side, retain a copy for your records, and mail it to us at the following address:

**TPLL Privacy Notice  
400 Technology Court, Suite 6  
Smyrna, Georgia 30082  
Opt-Out Response Form**

☐ (Check box) Please do not share my nonpublic personal information with nonaffiliated third parties, except as permitted by law.

Account Reference #: 3430558

(Please print)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_

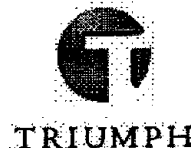
Phone: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please note the following important information about your opt-out rights:**

- If you have multiple accounts with us, you must indicate your preference to opt-out on each account. You will receive a separate Opt-Out Notice for each account you have with us.
- If you have a joint account, your opt-out choices will apply to each person on the account.





# Exhibit C



400 Technology Court, Suite G  
Smyrna, Georgia 30082  
1 800 833 3591



Hours of Operation:  
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W - Th - 8am to 9pm  
Friday - 8am to 6:30pm  
Saturday - 8am to 3pm

**TRIUMPH**  
ASSET SERVICES

DATE: JAN. 26, 2006

MARYLOU HAHN  
[REDACTED]  
[REDACTED]

CASE NUMBER	3430396
CLIENT	TRIUMPH PARTNERSHIPS LLC
ACCOUNT NO	[REDACTED]
AMOUNT DUE	1051.91
INTEREST DUE	77.83
TOTAL DUE	1129.74
ORIGINAL CREDITOR	HSBC Card Services
<b>NOTIFICATION OF ASSIGNMENT</b>	

Dear MARYLOU HAHN:

TRIUMPH PARTNERSHIPS LLC recently purchased your Household Credit Card account and Triumph Asset Services, ("TAS"), a debt collection company, is the servicer of this obligation. The balance outstanding as of today's date is \$1129.74, inclusive of interest accrued in accordance with the terms of your original agreement. As the new owner of this account, we have authorized TAS to work with you to find a positive resolution to this outstanding debt. Once TAS receives your payment of **\$1129.74**, we will notify the credit bureaus that the debt is "Paid" and immediately stop all recovery activity on this account.

To pay off your account, simply detach the remittance slip below and enclose it with your payment in the envelope provided and mail it to our office **within 35 days of receipt**. If you prefer to speak with one of our Account Managers to discuss alternative arrangements of payment, please contact us at **866.708.6825!**

**Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.** Unless you notify TAS within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, TAS will assume this debt to be valid. If you notify TAS, in writing, within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, TAS will obtain verification of the debt or a copy of a judgment (if there is a judgment) and TAS will mail you a copy of such verification or judgment. If you request, in writing, within thirty (30) days after receiving this notice, TAS will provide you with the name and address of the original creditor.

Yours truly,  
Triumph Asset Services

**NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

REMITTANCE STUB - PLEASE RETURN WITH YOUR PAYMENT

FILE NUMBER	3430396
FOR	TRIUMPH PARTNERSHIPS LLC
ACCOUNT NO	[REDACTED]
<b>PLEASE FIND MY PAYMENT ENCLOSED</b>	
AMOUNT PAID	\$

AMOUNT DUE	1051.91
INTEREST DUE	77.83
TOTAL DUE	1129.74

MARYLOU HAHN  
5910 OLD MILLSTONE RD  
ROCKFORD, IL 61114-5527

Triumph Asset Services  
P.O. Box 82969  
Phoenix, AZ 85071

Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

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If an attorney represents you with regard to this debt, please refer this letter to your attorney. Likewise, if you are involved in an active bankruptcy case, or if this debt has been discharged in a bankruptcy case, please refer this letter to your bankruptcy attorney so that we may be notified.

Please remember, even if you make a payment within 30 days after receiving this notice, you still have the remainder of the 30 days to exercise the rights described above.

Your credit report will not be updated if the federal reporting period has expired.

### NOTE CHANGES ONLY

FIRST NAME	<input type="text"/>	MI	<input type="text"/>
LAST NAME	<input type="text"/>		
ADDRESS	<input type="text"/>		
	<input type="text"/>		
CITY	<input type="text"/>	HOME PHONE	<input type="text"/> - <input type="text"/> - <input type="text"/>
STATE	<input type="text"/>	WORK PHONE	<input type="text"/> - <input type="text"/> - <input type="text"/>
	ZIP	<input type="text"/>	<input type="text"/>

**Privacy Notice of Financial Information**

From Triumph Partnerships LLC, ("TPLLC") and its affiliates

TPLLC is providing you with this Privacy Notice to describe our privacy practices and how they relate to the protection and sharing of your personal information. This notice is sent on behalf of TPLLC and its affiliate, Triumph Asset Services. Please take a moment to read this Privacy Notice and accompanying Opt-Out Notice.

**What Information Do we collect and share?**

To the extent permitted by law, we may collect and/or share all the information we obtain in servicing your account. We collect information about you to service your account with the highest quality. Sources include:

- Information from you, applications or other forms that includes:
  - o Your name
  - o Address
  - o Social security number
  - o Telephone number
  - o Other relevant information that you provide
- Account transactions with us, our affiliates, or others including the originating creditor that include:
  - o Account balance
  - o Payment history
  - o Banking information
  - o Other customer information
- Consumer reporting agencies (e.g. credit reports and history)
- Nonaffiliated third parties that provide location or demographic information

We may share information about you (whether you are a customer or former customer) to the following third parties:

- Non-financial companies, such as direct marketers or retailers financial service companies (like banks, mortgage lenders, and organizations with which we have a joint marketing agreements)
- Non-financial companies, such as direct marketers or retailers as outlined below in the "OPT-OUT NOTICE" section, you may tell us not to share information about you with outside companies. However, that choice will not affect sharing: with credit reporting agencies, with third party collection agencies, with attorneys, with companies that process financial products, in connection with the sale of debt portfolios, and to respond to legal subpoenas and other legal process.

**Information Security**

Our security procedures protect your information by establishing physical, electronic and procedural safeguards in compliance with State and Federal Law. Some examples include procedures that govern the retention of sensitive information, restrict access to employees who need it to perform their job, and the

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TPLLC restricts the use of your information and requires outside companies to ensure its security.

**OPT-OUT NOTICE**

You have the option of directing us NOT to disclose your information with outside companies (other than those disclosures permitted by law). If you prefer that we do not disclose nonpublic personal information about you to nonaffiliated third parties, please fill out the Opt-Out Response Form on the reverse side, retain a copy for your records, and mail it to us at the following address:

**TPLLC Privacy Notice  
400 Technology Court, Suite 6  
Smyrna, Georgia 30082  
Opt-Out Response Form**

☐ (Check box) Please do not share my nonpublic personal information with nonaffiliated third parties, except as permitted by law.

Account Reference #: 3430396

(Please print)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please note the following important information about your opt-out rights:**

- If you have multiple accounts with us, you must indicate your preference to opt-out on each account. You will receive a separate Opt-Out Notice for each account you have with us.
- If you have a joint account, your opt-out choices will apply to each person on the account.



**TRIUMPH**